

GENERAL TERMS AND CONDITIONS

BETWEEN:

Digiteal SA having its registered office at Rue Emile Francqui No.6, Box 9, 1435 Mont-Saint-Guibert (Belgium) identified at Banque Carrefour des Entreprises, Belgium, under number BE 0630 675 588, and approved as a payment institution by the NBB since 31 October 2017,

Hereinafter referred to as "**Digiteal**".

AND:

Any natural or legal person who has accepted these general terms and conditions,

Hereinafter referred to as the "**User**",

Individually referred to as "**Party**" and together as "**Parties**",

WHEREAS:

Digiteal provides Services including

- invoice presentment,
- a payment method by which the User can make payments and configure automatic payments,
- secure Transactions between Buyers and Sellers through an escrow payment,
- access to Banking Transactions as an AISP and
- initiating bank payments as a PISP,
- "*Pay with payment terms*" Payment Solution.

The Services are available to Users. The User can view and add to the Data that is made available.

Users provide their explicit agreement on the applicability and content of these General Terms and Conditions and undertake to respect them.

THIS HAVING BEEN SHOWN, THE FOLLOWING WAS AGREED:

ARTICLE 1. Definitions

The **terms** beginning with a capital letter in these general terms and conditions, whether used in the singular or plural, shall have the meanings given to them below.

“Account”	means the User registration linked to the Login Codes;
“AISP”	means a provider of account information services as defined by the PSD2 Directive;
“API”	means any application programming interface made available to the Client or accessible by Digiteal as part of or in connection with a Service;
“Service”	means the services offered by Digiteal to the Client and to the End Customer;
“ASPSP”	means a payment service provider that provides and manages a payment account for a payer as defined by the PSD2 Directive;
“Automatic Payment”	means a payment instruction based on the principle of a traditional direct debit in which the User retains full control over the activation, suspension, withdrawal date and maximum amount of his direct debit per customer relationship to the Client;
“Buyer”	means an End Customer acquiring goods or services from a Seller on or through the use of the Services or a Marketplace;
“Buyer “Pay with payment terms” Agreement”	means the agreement entered into between a Buyer and Digiteal, setting out the terms of the use of the “Pay with payment terms” Payment Solution by the Buyer;
“Client”	means a legal person that agreed to the Client-specific Terms and Conditions of Digiteal and that invites its End Customers to use the Services;
“Client User”	means a User that uses the Services on behalf of a Client;
“Contract”	means the set of binding documents described in ARTICLE 3. Contractual documents ;
“Creator of the Escrow Payment”	means the User who has defined the escrow payment, whether they are a Buyer, Seller or third party;
“Credit”	means the credit made available by Digiteal to the Buyer under the form of the Prepayment of the Transaction to the Seller; which becomes due for repayment by the Buyer to Digiteal after a deferred payment term of a given number of days (60 days by default) pursuant to the Buyer “Pay with payment terms” Agreement;
“Credit Limit”	means the maximum total amount of Credit that can be granted to one respective Buyer through the “Pay with payment terms” Payment Solution at any single moment in time and in relation to one or more Transactions;
“Data”	means the information, publications, files, texts, sounds, programs and, in

	general, data from the User. This is further detailed in ARTICLE 2. Data ;
“Debtor”	means the User that performs the payment and from whom funds are withdrawn;
“Delivery Confirmation”	means the confirmation of the due delivery of services, products or goods by the Seller(s) in accordance with the terms of a Transaction;
“End Customer”	means a natural or legal person to whom the Client addresses the Services;
“Escrow Payment”	means a payment service where the funds of the Buyer are secured and transferred to the Seller after a condition has been met. This is further described in ARTICLE 8.2 Escrow Payment service (for purchase and sale Transactions) ;
“GDPR”	means applicable laws and regulations relating to protection of data including the General Data Protection Regulation (EU Regulation 2016/679), the relevant provisions of the Belgian law as well as such legislation implementing and/or offering similar or equivalent protection to that provided by the General Data Protection Regulation, as may be amended, supplemented or replaced, on the protection of individuals with regard to the processing of Personal Data as implemented in Belgium or in any other country from which or to which the Services are provided, any regulations or other measures having statutory force made under them, and any codes of practice or guidance issued by any relevant authority;
“KYC”	means Know Your Customer and refers to the registration procedure during which the User is requested to provide information enabling Digiteal to implement anti-money laundering (AML), anti-terrorist and anti-fraud measures;
“Login Codes”	means both the User's own identifier ("login") and the password chosen when registering for the Services;
“Marketplace”	means a business-to-business e-commerce platform aggregating products and/or services listed by various third-party Sellers on its platform for acquisition by various third-party Buyers;
“Marketplace Commission”	means the commission payable to the Marketplace on a per Transaction basis, as stipulated and updated from time to time in the general terms and conditions of the Marketplace;
“Marketplace Operator”	means a Client operating a Marketplace;
“Pay with payment terms” Payment Solution	means one of the Services offered by Digiteal, allowing (i) the Buyers on the Marketplace to pay after a deferred payment term and (ii) the Sellers on the Marketplace being prepaid early in accordance with the terms of the respective Transaction;
“Personal Data”	means all data and information that can be used to identify a natural person as the terms is defined in the GDPR and as further detailed in ARTICLE 2. Data ;

“PISP”	means a payment initiation service provider within the meaning of PSD2;
“Prepayment”	means the payment effectuated by Digiteal to the Seller, the Marketplace Operator and any other party to be credited in a Transaction, amounting to (a portion of) the face value of the Invoice for one single Transaction;
“PSD2”	means the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC and its transposition into Belgian law;
“PSU”	means a payment service user, i.e. a natural or legal person who uses a payment service as payer, payee or both, within the meaning of the PSD2 Directive;
“Public Data”	means the Data that can be viewed by the public;
“Registration Data”	means the Data provided upon registration to the Services;
“Seller”	means an End Customer selling goods and/or services to a Buyer on or through the use of the platform or the Marketplace of a Client;
“Seller Invoice”	means the invoice issued by the Marketplace Operator on behalf of the Seller to the Buyer pursuant to the receipt of the Delivery Confirmation in relation to one specific Transaction;
“Service”	means the services offered by Digiteal to the Client and to the End Customer;
“Service Desk”	means the Service Desk of Digiteal available at https://support.digiteal.eu ;
“Software”	means software provided to the User as part of and/or in connection with the Service;
“Strong Customer Authentication” or “SCA”	means the secure multi-factor authentication as described in Art. 4(30) of PSD2;
“Transaction”	means a purchase agreement for goods and/or services entered into between a Buyer and a Seller on the platform or through the Marketplace of a Client;
“Transaction Dispute”	means any dispute between a Buyer and the Seller regarding a Transaction, including (without being limited to) any alleged claim regarding non-conformity of the services, products or goods, or any alleged claim for cashback, any alleged fraud, suspicion of fraud;
“Transaction Information”	means all information related to Transactions occurring on a Marketplace or required for the assessment of the credit risk of the Buyers, including (without being limited to): <ul style="list-style-type: none"> - details of the Buyers and the Seller (including name, place of incorporation, VAT-numbers, national company reference number, email addresses, telephone numbers, identification of ultimate beneficial owners); - bank account details; - payment flows (including payment statuses and payment dates);

- payment history of the Buyers on the Marketplace;
- invoices; and
- Delivery Confirmations.

“User” means the Buyer, Seller, PSU or Client who holds Login Codes and uses the Services;

“Working Days” means every day of the week between Monday and Friday excluding Belgian bank holidays;

“Working Hours” means 9AM to 5PM, CET/CEST on every Working Day;

ARTICLE 2. Data

2.1 "Data" means all information that is generated through the use of the Services or recorded in a format determined by Digiteal such as, but not limited to, databases, invoices, payment requests, documents, administrative data, device characteristics, software, graphic representations, photos, illustrations, sounds, film recordings, and messages. This Data is kept on servers in EU countries. The exchange of information with Digiteal is carried out in a secure manner.

2.2 All Data, whether publicly available or privately sent through the Services, is the sole responsibility of the User from whom it originates. This means that the User, and not Digiteal, is solely responsible for the Data that he has uploaded, downloaded, published, emailed, sent, recorded or otherwise made available through use of the Services. Digiteal has no control over the Data that is published via the Services and neither does Digiteal guarantee the accuracy, integrity or quality of such Data. The User understands and agrees that his use of the Services and Data is at his own risk. Complaints or questions regarding this Data are therefore not dealt with by Digiteal, but must be sent directly to the Users.

2.3 Digiteal reserves the right to impose limitations on the Data, such as the number and/or size of documents that may be uploaded during a specified period of time, in order to limit the risks of improper or excessive use of the Services.

2.4 Digiteal will use all reasonable efforts and care in the provision of the Services. Except in cases of serious or deliberate misconduct, Digiteal shall not be liable for any damage, loss or deletion of the Data. The User can use the Data at any time.

2.5 Specifications of Personal Data: Data deemed personal is:

(a) The surname, first name, telephone number(s), postal address, and e-mail address of the Users.

(b) The data necessary to complete the transaction, coded in the QR code or elsewhere, namely the BIC number of the beneficiary's bank, its name, its account number in IBAN format, the amount and the currency of the transaction.

(c) The documents transmitted, and in particular the invoices/expenses/invitations to pay, but also the documents sent by the Client for the purposes of certifying quality (identity card, statutes, other documents).

2.6 Public Data specifications: Data deemed public is all Data that is not deemed private or confidential by nature, including such Personal Data.

ARTICLE 3. Contractual documents

3.1. These General Terms and Conditions, together with the documents entitled

- “**Data Privacy Policy**” and
- potentially the “**Client-specific Terms and Conditions**” and
- potentially a “**Marketplace Agreement**”

constitute the entirety of the commitments existing between the Parties (hereinafter referred to as "the Contract"). The Contract replaces and cancels any previous oral or written undertakings relating to its subject matter.

3.2. It is formally agreed between the Parties that any allowance or waiver by one of the Parties, in the application of all or part of the commitments provided for in the Contract, irrespective of the frequency and duration, shall not constitute an amendment of the Contract, nor shall it be deemed to create any right whatsoever.

ARTICLE 4. Access to the Services

4.1 The User, whether natural persons directly or representative of a legal entity, must be at least 18 years old to access the Service.

4.2 The User must create an Account. To use the Service, he must enter his Login Codes to authenticate his Account. Upon registration, the User will be requested to provide Registration Data. He agrees to provide accurate and complete Registration Data when he registers for and makes use of the Service. He also agrees to systematically update his Registration Data in order to ensure it remains accurate and complete including his address, bank accounts and any renewed identity document. If, despite this obligation, the Registration Information is not up to date, the User must update it upon request from Digiteal.

Failure to provide accurate, current and complete Registration Data may result in the suspension and/or closure of the Account. The User agrees that Digiteal may register and use the Registration Data for the performance of the Contract. The User may not share his Login Codes with anyone else. The User is solely responsible for maintaining the confidentiality and security of his Login Codes and all activities that occur on or through his Account, and he agrees to immediately notify Digiteal of any breach of security relating to his Account.

If the User is a natural person, he agrees that the rights to his Account shall terminate in the event of death. If his mandate as a representative of a legal entity is terminated for any legal reason, another representative of the same legal entity can request the Account to be transferred to him.

4.3 Digiteal reserves the right to refuse access to the Service on the grounds of non compliance with the KYC.

4.4 The Service is accessible through Strong Customer Authentication.

ARTICLE 5. Use of Services

5.1 Digiteal grants the User a temporary, non-exclusive, personal and non-transferable right to use the Services. Digiteal is not liable for any damages resulting from incompetent usage of the Account due to the User's failure to follow these regulations. The User is responsible for any use or abuse of this right of use by third parties.

5.2 The User does not have the right to market the Service or any part of it. In particular, bank transaction access and payment initiation services are only available for the User's own bank accounts for which he is the holder (PSU).

5.3 The Service or some of its equipment or parts may not be available in all languages or countries, and Digiteal does not undertake that the Service or any of its equipment or parts will be appropriate or available at any specific location. To the extent that the User chooses to access and use the Service, the User does so on his own initiative and he is responsible for complying with any applicable laws.

5.4 Use of the Service requires the use of compatible devices, Internet access and specific software (for which an allowance may apply); periodic updates are required and the operation of these factors may influence the use of the Service. A fast Internet connection is strongly recommended for using the Service. The most recent version of the software required to access the Service is recommended and may be required for some transactions or equipment. The User agrees that he is solely responsible for meeting these requirements, which may be modified at specified times. As soon as the User notices or reasonably should notice that the equipment or software he is using is not suitable for connecting to the Service, it does not work properly, or it hinders and/or disrupts the use or operation of the Service or network, the User must stop using such equipment.

5.5 Digiteal has the right to modify or discontinue the Service (or parts thereof), either temporarily or permanently. In this case, Digiteal will send an email to the email address that is linked to the Account, to inform the User. It is the User's responsibility to check if such changes have been notified to his email address.

5.6 The User agrees to use the Service only for the purposes authorised under this Contract and in accordance with applicable laws and regulations or generally accepted practices. Digiteal may give the User instructions regarding the use of the Service for operational, quality, security and other reasons. The User undertakes to follow these instructions.

5.7 The User agrees NOT to use the Service:

- (a) to upload, download, post, publish, email, send, record or otherwise make available Data that is unlawful, intimidating, threatening, harmful, tortious, defamatory, humiliating, offensive, violent, obscene or vulgar, or that violates the privacy of others, is hateful, racist or ethnically or otherwise objectionable;

- (b) to claim to be a person or entity that the User is not. Digiteal reserves the right to refuse or block an Account if it may be deemed that it reflects an inaccurate portrayal of his identity or involves the improper use of another person's name or identity;

- (c) to engage in activities that infringe copyright or other intellectual property rights (including uploading Data that the User does not have the right to upload)

(d) to upload, publish, email, send, store or otherwise make available material that contains viruses or other computer code, files or programs that are designed to harm, interfere with, or limit the normal operation of the Service (or any part thereof) or other computer software or hardware;

(e) to interfere with or disrupt the Service or servers and/or networks connected to the Service, or the policy, requirements or provisions of networks connected to the Service (including any illegal access, use or access to data or traffic on the Service);

(f) to plan or develop illegal activities;

(g) to collect and store personal information pertaining to other users of the Service for use in connection with any of the foregoing prohibited activities.

5.8 If the User's use of the Service or other behaviour (voluntary or involuntary) endangers the Service or other systems, Digiteal has the right to take all reasonable measures to protect the Service and Digiteal's systems including the option of suspending access to the Service. If the User commits a serious and/or repeated breach of the obligations set out in this Contract, Digiteal may suspend the provision of the Service by simple written notice until he complies with all obligations, or terminate the provision of the Service automatically, ipso jure and without formal demand, prior notice or compensation. Transactions in progress at the moment at which the granting of the Service is ended, will be carried out under the conditions described in [ARTICLE 8. Description of Services](#).

ARTICLE 6. Liability

6.1 Digiteal cannot guarantee that Digiteal is adapted to the User's specific needs and requests, in particular with regard to their computer and telecommunications system. Digiteal only assumes an obligation of means that is strictly limited to the provision of the Services.

6.2 The Service is offered in the state in which it exists. In particular, Digiteal cannot give any guarantee that the Service will always be accessible or that there will be no interruptions or errors in the Service or its provision.

6.3 Digiteal will take all reasonable measures to ensure that the Service will be free from loss, corruption, attacks, viruses, interference, hacking or other security breaches but Digiteal accepts no responsibility in this regard.

6.4 The User himself is responsible for the equipment and software necessary to join the Service and for the configuration of this equipment and software. Adaptations to the configuration of the equipment and/or software are always made at the User's risk.

6.5 Except in cases of serious or deliberate misconduct, Digiteal disclaims any liability arising from the Service, e.g., the provision of the Service, the use of the Service or the inability to use the Service, modifications to the Service or temporary or permanent discontinuation of the Service or parts thereof.

6.6 The responsibility of Digiteal and its related companies is in all events limited to compensation for foreseeable, direct and personal damage suffered by the User, excluding, but not limited to, any

indirect or immaterial damage such as professional loss, loss of income or profit, loss or damage to data and additional costs.

6.7 The User protects Digiteal and its associated companies from any damage, loss, costs, action or expense arising from the misuse of the Service by the User or others and/or as a result of disregarding the terms of this Contract or the rights of third parties.

6.8 Complaints can be submitted to the Service Desk or by sending an email to support@digiteal.eu.

ARTICLE 7. Consent of the PSU

7.1 Digiteal shall seek the agreement of the PSU if and when required under the PSD2. This consent is on the one hand for the execution of the bank account access and payment initiation service and on the other hand for the sharing of bank account access information with third parties. Each consent is worded in such a way that it is specific to the PSU, to the bank account, to the payment or possibly to a list of bank accounts and payments and finally to the third party if applicable. Digiteal may also request the agreement of the PSU or request the PSU to reaffirm its prior consent, in cases where Digiteal is not required to do so. For these purposes, Digiteal shall request the PSU and the Client to take a positive action by ticking a box or clicking on a button as provided on the page or screen of the relevant Service. This button shall be marked "I accept", "I consent", "Confirm", "Next", "Continue", "Submit" or an equivalent expression. By ticking this box or clicking on this button, the PSU or Client shall be deemed to consent to the transaction concerned or to reaffirm its previously given consent, as the case may be.

7.2 In cases where a PSU is permitted to withdraw a previously given consent, Digiteal may use techniques similar to those mentioned in Section 7.1 above to request and record the PSU's withdrawal of a previously given consent. The checkbox or button shall then be labelled "I withdraw consent", "I disagree", "Cancel" or an equivalent phrase. By checking this box or clicking on this button, the PSU is deemed to have withdrawn its consent for the transaction in question.

7.3 As part of the Service, the Client may be authorized to add or delete bank accounts and PSUs. In the event of addition, Digiteal is required to ask the PSU to provide or reaffirm its consent to the provision of information from such bank accounts to the Client.

7.4 To the extent permitted by law, Digiteal may use any logging or other available information (including, without limitation, transactional data as recorded in its systems used for the Service) as conclusive evidence of such consent from the PSU or withdrawal of consent from the PSU, unless the PSU provides evidence to the contrary.

ARTICLE 8. Description of Services

8.1 Payment service (for invoices or payment requests)

8.1.1 Payment: the basic payment service offered is based on a European direct debit. In specific terms, this direct debit means that the User has the choice of paying, either on a per invoice basis, or by activating Automatic Payments.

8.1.2 Refund: the User may request a refund from their bank for a payment made by direct debit up to 8 weeks after the debit has been made. Please note: a refund request does not mean that the claim is cancelled.

8.1.3 Suspension and Cancellation: accessed from the Digiteal platform, the User may at any time, and by means of a single click, suspend or cancel an Automatic Payment configured by the Client.

8.1.4 Digiteal may block a specific transaction or payment instrument based on security considerations. If a payment is blocked, the User will be informed by email. The User will then be able to request more information about the blocking and may have the option of requesting that the payment is unblocked by the Service Desk.

8.1.5 If the User becomes aware that a suspected fraudulent payment has been made from his Account, or there are anomalies, social engineering attempts or other suspicious incidents, Digiteal kindly requests that the User contacts the Service Desk. Digiteal will answer as soon as possible. Similarly, if Digiteal becomes aware of suspicious transactions on his Account or phishing attempts, Digiteal will also notify the User by email. However, Digiteal will never ask the User's Login Codes in an email or telephone conversation. Digiteal therefore urges the User to be careful to always keep these Login Codes private and not to communicate them to anyone.

8.1.6 In addition to the direct debit described in point 8.1.1, Digiteal offers the User the option to

- consult their balance and banking history (account information service)
- and initiate transfers directly from their account (payment initiation service)

provided that this bank account is held with a financial institution to which Digiteal is linked. The User has to make an explicit choice within Digiteal if they want to provide Digiteal with this access. Strong Customer Authentication is required to make this choice, to obtain this data, and to initiate payments in complete security. In addition, to allow these account information and payment initiation services to be used, explicit consent will be required by the financial institution that administers the PSU's bank accounts. The request for consent always mentions the service to be authorised, the reason for the request, and the period for which consent is requested. Payment initiation is carried out directly by means of confirmation that is presented to the User. The consultation of historical banking transactions is either carried out directly in respect of a specific need or active for a maximum of 90 days. To cover the professional risks related to accessing account information and initiating payment services, Digiteal has taken out professional liability insurance with CNA. This insurance covers damage up to €2,000,000 in accordance with *Directive (EU) 2015/2366* of the European Parliament and of the Council of 25 November 2015 regarding payment services in the internal market, Title II, Chap.1, Sect.1, Art.5, §2 and 3 and *The Code of Economic Law (CDE)*, Title 3 "Payment Services" of Book VII.

8.1.7 As a payment institution, Digiteal is subject to the NBB Regulation of 21 November 2017 published in the Belgian Official Gazette on 10 December 2017 implementing the law of 18 September 2017 on the prevention of the use of the financial system for the purposes of money laundering and funding of terrorism and the limitation of the use of cash.

8.2 Escrow Payment service (for purchase and sale Transactions)

8.2.1 Escrow Payments is a service that allows users to pay an agreed amount. Digiteal helps Sellers and Buyers to fulfil their contractual obligations. Digiteal is neither a Buyer, nor a Seller, nor a representative of any of the parties. Digiteal's neutrality ensures transfers are both reliable and secure. Digiteal undertakes exclusively to execute the secure Transaction upon the agreement of the parties. Digiteal does not verify the presence of associated third party rights and therefore does not assume any guarantee in this respect.

8.2.2 The Escrow Payment proposed by Digiteal is a conditional payment. The validation of this

Escrow Payment is either based on an amount to be reached within a certain time frame, or on a validation of the stakeholders involved in the Transaction and specified at the outset. The terms of payment are explicitly presented to the Buyer. The Buyer must accept these conditions before being asked to make the payment. To make the payment, the Buyer makes a transfer to a clearing account. This clearing account is a third party account operated by Digiteal. The remittance of funds as part of an Escrow Payment does not constitute a bank deposit and does not bear any interest. If the conditions are met, the funds are transferred to the Seller. If the conditions are not met, the funds are returned to the Buyer.

8.2.3 When using the Escrow Payment service, a number of different scenarios are possible:

- **The funds have not yet been received by Digiteal:** the Creator of the Escrow Payment can cancel it free-of-charge. If funds arrive after the cancellation, they will automatically be refunded to the Debtor.

- **The funds were received by Digiteal:**

- ☐ The Buyer and Seller have confirmed the Transaction, the funds are transferred to the Seller within 2 Working Days.
- ☐ The Buyer and Seller have cancelled the Transaction, the funds are transferred to the Buyer within 2 Working Days.
- ☐ The Buyer unilaterally cancels the Transaction; the agreed sum will be refunded in full to the Buyer at their request after 8 calendar days.
- ☐ If an agreement is reached with the Seller within 8 calendar days, the Buyer can change the status so that the amount is released to the Seller.

8.2.4 Other points to note related to Escrow Payments:

- If the Buyer or Seller has made an operator error (and has confirmed using their pincode) and the Transaction has been cancelled or confirmed, Digiteal invites them to contact the other party to rectify the situation.
- In terms of IT security, several levels of security protect the funds:
 - The funds are held by Belfius, which is responsible for their safekeeping on behalf of Digiteal.
 - Digiteal uses encryption and SCA to secure access.
 - All payments are subject to a manual final check. Digiteal's signature is required to initiate payments.
 - In the event of a data breach, no system is 100% safe from a tenacious hacker. However, Digiteal has a very secure computer system, which is verified by our security officer and the external data protection officer, as well as penetration tests being performed annually in order to test Digiteal's security defences.
- Digiteal's payment services may not be used for illegal purposes (fraud, funding of terrorism, money laundering, as well as the purchase/sale of illegal products such as drugs, trafficking in human beings, etc. this list is not exhaustive). Should Digiteal be used for these purposes, Digiteal is required to inform the competent authorities. Should financial regulators request information from Digiteal regarding suspicious transactions falling under an enforceable mandate in Belgium, Digiteal will comply with it and hand over the information that is in our possession (identity of the parties, amount of Transactions, history).
- Any funds awaiting transfer belong to the Buyer until the Transaction is confirmed. In the event of claims by third parties (bankruptcies/competition between Sellers, tax or social security debts), Digiteal will enforce court decisions that have been taken by the Belgian courts or that have an enforceable title valid in Belgium once they have notified the parties involved.
- Digiteal will permit the User to carry out international Transactions. The Buyer's account must

be located in the SEPA zone. Digiteal integrates embargoes and other Belgian and European economic and financial sanctions into its onboarding and Transaction validation procedures.

8.2.5 If the Seller is a professional, in order to use the Escrow Payment service, they must have their own contract complete with general terms and conditions of sale duly signed by both parties. This contract is binding on both the Buyer and the Seller. If the Seller is a private person, they should only consider the Transaction as final when all parties have either confirmed or cancelled the transaction. A notification and an email will indicate that this has been done. The transaction may be deemed completed by the Seller when their mobile application indicates that payment to their bank account is in progress.

8.3 Access to banking transactions (AIS)

When Digiteal provides bank transaction access services to the PSU acting as beneficiary or Debtor, it will provide the following information to the PSU, provided that the relevant ASPSP makes it available to Digiteal:

- a reference enabling the identification of the transaction and of the other party
- any information transferred with the payment such as amount, communication, currency and value date.

8.4 Payment initiation service (PIS)

When Digiteal provides the payment initiation service, it does so for the PSU once it has duly collected the consent of the PSU. The manner in which this initiation is transmitted to the ASPSP depends on the ASPSP and must require a Strong Customer Authentication of the PSU by the ASPSP.

When Digiteal provides payment initiation services to the PSU acting as Debtor, Digiteal will provide the following information to the PSU, provided that the relevant ASPSP makes it available to Digiteal :

- a reference for each payment transaction and, where applicable, information relating to the Creditor ;
- the payment amount in the currency in which the Debtor's account is debited ;
- where applicable, the exchange rate used in the payment transaction and the amount of the payment after this currency conversion ;
- the debit value date or the date of receipt of the payment order.

8.5 Service for sending and receiving invoices by PEPPOL

Digiteal integrates PEPPOL, the European standard for invoicing. When the User chooses to receive all his invoices in Digiteal, Digiteal registers him in the PEPPOL directory. The identifiers used are the national register number for individuals and the company number (+ VAT number) for companies. IBANs are also used as identifiers in the PEPPOL directory for private individuals and companies. No personal information is linked to these registrations.

8.6 Payment terms for B2B marketplaces

8.6.1 Digiteal provides a Service that grants payment terms to Buyers representing legal entities: the *"Pay with payment terms"* Payment Solution When *"Pay with payment terms"* Payment Solution is used, Digiteal proceeds with the Prepayment of the Seller and any other third parties in a Transaction as soon as the service or the goods have been confirmed to be delivered. The Buyer needs to enter into a specific per Transaction Buyer *"Pay with payment terms"* Agreement in order to access the Credit.

8.6.2 For any Transaction, the use of the “Pay with payment terms” Payment Solution and the related Prepayment to the Seller shall be conditional on the following conditions being met:

- the Buyer agreed to use the “Pay with payment terms” Payment Solution for the Transaction concerned and executed all necessary documents for that purpose;
- the Buyer and the Seller have passed the onboarding process of Digiteal;
- the Seller Invoice instructs the Buyer to pay on the following bank account within a predefined number of days as from the date of the Transaction: BIC: GKCCBEBB, IBAN: BE61 0689 3809 5717, Branch: Belfius Nationale 4 - Brabant Wallon, Chaussée de Namur 46, 1457 Nil-Saint-Vincent-Saint-Martin, Belgium;
- a duly executed Delivery Confirmation and an Invoice proving the delivery of the goods or services in accordance with the terms of the Transaction have been provided to Digiteal;
- the Seller(s) is/are not affiliated to the Buyer in the meaning of Article 1:20 of the Companies and Associations Code (as amended from time to time);
- Digiteal considers that:
 - the Buyer is eligible to use the “Pay with payment terms” Payment Solution as a payment method; and
 - where relevant, there is enough capacity under the Buyer’s available Credit Limit for the “Pay with payment terms” Payment Solution being used as a payment method for the Prepayment.

Repayment obligation in case of a Transaction Dispute

8.6.3 The Seller acknowledges and agrees that, in case a Transaction Dispute arises between itself and a Buyer, it shall be automatically obligated to repay to Digiteal the amount of the Prepayment.

8.6.4 Any costs incurred by Digiteal in relation to the claim for repayment shall be reimbursed by the Seller to Digiteal. Where appropriate, Digiteal shall be authorised to set-off any such costs against any sums owed to the Client (including future payments in relation to other Transactions).

Assistance in case of non-payment of Digiteal by the Buyer

8.6.5 In case the Buyer does not repay the Credit to Digiteal when it becomes due, the Seller shall assist Digiteal where appropriate with the debt collection efforts against the Buyer.

8.6.6 In case of non-payment by the Buyer, the Seller shall assign the invoice issued in relation to a specific Transaction to Digiteal when instructed to do so by Digiteal.

8.6.7 The Seller acknowledges and agrees that the Prepayment will be equal to (a portion of) the amount of the face value of the Invoice after deduction of the Marketplace Commission. The Seller irrevocably instructs Digiteal to pay the Marketplace commission to the Marketplace Operator on its behalf. This Contract applies to the execution of that payment.

The Seller acknowledges and agrees that the Prepayment qualifies as a partial payment of the amount due by the Buyer under the Seller Invoice.

The Seller shall transfer any funds it receives into its own bank account from the Buyer for Transactions for which the “Pay with payment terms” Payment Solution is used immediately and without any delay to Digiteal’s bank account.

Access to the Transaction Information

The User hereby grants access to Digiteal to all Transaction Information as necessary for Digiteal to assess the eligibility of the Buyer and the Seller for the use of the “Pay with payment terms” Payment

Solution and its further management. The User hereby authorises the Marketplace Operator to provide such Transaction Information to Digiteal upon request of Digiteal.

The User hereby grants access to Digiteal to all Transaction Information as necessary for Digiteal to assess the eligibility of the Buyer and the Seller for the use of the “Pay with payment terms” payment solution and its further management. The Seller hereby authorises the Marketplace Operator to provide such Transaction Information to Digiteal upon request of Digiteal.

The User hereby also authorises Digiteal and the Marketplace Operator to transfer and provide Transaction Information necessary for the management of the Credit to any third party that has a formal interest in the acquisition of all or part of the claims of Digiteal and/or any right or obligation of Digiteal under this Agreement.

ARTICLE 9. Costs

9.1 Use of the Service is free-of-charge for the User. The free Service offered is set out in the following exhaustive list:

- Ability to link up with Clients
- Option to receive new documents from Clients
- Option to consult a document
- Option to process these documents at a later date
- Ability to view documents on a mobile device
- Option to obtain reminders and notifications about administrative delays
- Option to adapt data relating to management of the User and notifications

9.2 The cost of the Services is borne by the Clients.

9.3 The use of the Service is subject to a charge for the Creator of an Escrow Payment. Transaction fees are due and calculated on the basis of the fee schedule (see <https://www.digiteal.eu/pricing/>). Transaction fees are only due if the transaction is confirmed. Transaction fees are charged to the Creator of the Escrow Payment at the end of the month in which the transaction was confirmed. This invoice, presented directly in the Digiteal web and mobile application, is payable within 15 calendar days.

9.4 If the invoice is not paid on the due date, except in the event of a good faith dispute, Digiteal is entitled, ipso jure and without prior formal notice, to payment of interest at the key interest rate plus seven percentage points and rounded to the nearest half percentage point, as from the day following the expiry of this period. The key interest rate is the interest rate applied by the European Central Bank for its most recent main refinancing operation, as defined by the law of 2 August 2002.

If the User fails to pay despite a reminder being sent, Digiteal is also entitled, without prejudice to its right to reimbursement of legal costs in accordance with the provisions of the Judicial Code, to claim from the User a fixed compensation of 10%, with a minimum of €50, in accordance with the law of 2 August 2002 on the fight against late payment in commercial matters.

9.5 Digiteal will not charge any commission or fee to the Buyer or the Seller for the use of the “Pay with payment terms” Payment Solution.

ARTICLE 10. Intellectual property rights

10.1 The User acknowledges and agrees that Digiteal and/or its licensors own all legal rights, titles

and interests in and to the Service, including, but not limited to, graphic representations, user interface, scripts and software that are used for the implementation of the Service and the Software, including all of the intellectual property rights that exist therein, registered or not, and wherever they may be located in the world. The User also agrees that the Service (including the Software, or part thereof) contains company-specific and confidential information that is protected by the relevant intellectual property laws and other laws, including, but not limited to, copyright laws. The User agrees not to use such protected information or materials in any way other than for the use of the Service in accordance with this Contract. No part of the Service may be reproduced in any form or by any means, except as expressly permitted under these provisions.

10.2 Digiteal grants to the User a personal, non-exclusive, non-transferable, limited licence to use the Software as provided to the User by Digiteal as part of the Service and in accordance with this Contract; provided that the User does not copy, modify, rent, loan, distribute, create derivative work from, retroactively develop, decompile or otherwise attempt to discover the source code (except as permitted or expressly required by law), sell any rights in the Software, or lease, sub-license or cede, grant or otherwise assign a security interest in the Service (or permit others to do so) and that the User does not operate the Service in any unauthorised manner, including, but not limited to, by exceeding or overloading the network capacity. Except for the use of the Service as authorised in the Contract, the use of the software or parts of the Service is strictly prohibited and constitutes an infringement of the intellectual property rights of others.

10.3 If the User believes that the use of the Service involves copyright infringement, he must inform the Service Desk.

10.4 Digiteal may, at its discretion, suspend and/or terminate Accounts of Users that commit recurring violations.

ARTICLE 11. Termination of the Service

11.1 The contract is concluded for an indefinite period.

11.2 The User may terminate the use of the Service at any time. The User will be unsubscribed immediately.

11.3 Digiteal may terminate the Service at any time by sending an email with one month's notice.

11.4 Digiteal may, under certain circumstances, at any time and without prior notice or compensation, terminate or suspend the Service as a result of, in particular, the following:

- (a) breaches of this Contract or other policies or guidelines referred to in this Contract and/or applicable to the Service;
- (b) a request and/or order from a legal or judicial authority;
- (c) if the provision of the Service is or may become unlawful;
- (d) unforeseen technical or security issues or problems;
- (e) if the User is involved in fraudulent or illegal activities.

11.5 In addition, Digiteal may terminate the Account after prior notice by email to the address

associated with the Account in the event of a general cessation or material change in the Service or any part thereof. Digiteal will not be liable to the User or any third party for any damages resulting from or resulting from such termination or suspension of the Account and/or access to the Service.

11.6 After termination of the Account, the User will no longer have access to the Service and all parts thereof, including, but not limited to, the Account and the Data. In addition, after a specified period of time, Digiteal will delete some or all of the Data stored in or as part of the Account(s). The separate components of the Service, which the User may have used on the basis of separate software license agreements, will also be determined in accordance with such license agreements.

11.7 Regarding "Pay with Payment Terms", the termination of this Agreement shall not impact (i) any Prepayment, without prejudice to Digiteal's right to reclaim the Prepayment from the Seller in case a Transaction Dispute arises between the Buyer and the Seller, nor (ii) the clauses in Article 8.6 which shall remain applicable and enforceable vis-à-vis the Seller for a period of 5 years as from the termination of the Agreement.

ARTICLE 12. Data Protection

The use of Digiteal's services implies the processing of data, which could include personal data. In this case, Digiteal shall process personal data according to the GDPR legislation and in accordance with the provisions the general privacy policy of Digiteal, described in the following document "Data Privacy Policy", which can be accessed during the creation of the Account, via the website www.digiteal.eu and via the app.digiteal.eu platform (web & mobile app).

ARTICLE 13. Interruptions to Digiteal

13.1 Digiteal reserves the right to suspend the Service for maintenance purposes or to make changes or improvements to the Software. Digiteal will inform the User in advance where possible. However, it may be the case that interruptions occur without the User being informed, such as in the event of a technical incident or force majeure, including, but not limited to, strikes or any other event over which Digiteal has no control, or in the event of an extreme emergency.

ARTICLE 14. Other provisions

14.1 Digiteal may, at any time, add and activate new Services at the explicit request of the User and charge for them. Digiteal may, under no circumstances, charge for free services as described in paragraph 9.1.

14.2 Digiteal may, at any time, modify this Contract and adapt the specifications or technical properties of the Service in accordance with technical, operational, legal or economic requirements. If such a change significantly affects the use of the Service, the User can always terminate his use of the Service. The User is deemed to have accepted the changes and additions if he continues to use the Service.

14.3 The invalidity of one or more provisions of this Contract shall not affect the validity of the other provisions and the invalid provision shall be replaced by a provision that is as close as possible to the intent of the invalid provision.

The User shall not be allowed, without the prior written consent of Digiteal, to assign or transfer the benefit of all or any of its obligations nor any benefit arising under the Contract.

14.4 Nothing in this Contract shall be construed as the assignment to the User of any right, title or licence.

14.5 Data, components or facilities of the Service may include Data from third parties and/or hyperlinks to other websites. To the extent that Digiteal is unable to control these websites and/or materials from third parties, the User acknowledges and agree that Digiteal is not responsible for the accessibility of these websites or facilities, does not confirm or guarantee the accuracy of these websites or facilities, nor is it responsible for the Data, advertisements, products or materials accessible on or through these websites or facilities. The User also acknowledges and agrees that Digiteal is in no way responsible for any damage that the User has suffered or believes he has suffered, either directly or indirectly, as a result of his use of these websites.

14.6 Digiteal may send the User a notification regarding the Service, including changes to these terms and conditions, by email to the email address linked to his Account, by regular mail, or by posting it on its website.

14.7 Should Digiteal not exercise a right under this Contract, this cannot be construed as a waiver of that right or any other rights. The User agrees that, unless otherwise expressly provided in this Contract, third parties may not obtain any rights under this Contract.

14.8 The Contract is governed by Belgian law, to the exclusion of any other legislation. For the performance of the Contract, the Parties must respectively provide an address for service at their registered offices as indicated on the invoice headers. Any change in the registered office or address of one of the Parties shall not be binding on the other Party until eight (8) calendar days after being duly notified of it.

14.9 In order to jointly find a solution to any dispute arising in the performance of the Contract, the Parties agree to meet within thirty (30) days of receipt of a registered letter with acknowledgement of receipt as notified by one of the two Parties.

14.10 If at the end of a new fifteen-day period, the parties are unable to reach an agreement, the dispute will then be submitted to the courts in Walloon Brabant, located at Nivelles.

14.11 Unless otherwise agreed, the signature (optionally electronic) of this Contract by the User shall be binding on the User and Digiteal from the moment the User has ticked the box referring to the fact they have read and effectively accepted this Contract.